

HONORABLE BARBARA J. ROTHSTEIN

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON

ASSURED PARTNERS OF WASHINGTON,  
LLC,

Plaintiff,

v.

MARK ACARREGUI, ALLIANT  
INSURANCE SERVICES, INC., and JO-ANN  
PABALATE,

Defendants.

Case No. 2:20-cv-00290 BJR

**STIPULATED MOTION AND  
PERMANENT INJUNCTION  
AGAINST DEFENDANTS MARK  
ACARREGUI AND JO-ANN  
PABALATE**

IT IS HEREBY STIPULATED by and between Plaintiff Assured Partners of Washington, LLC (“Assured”) and Defendants Mark Acarregui and Jo-Ann Pabalate (“Pabalate”), by and through their respective counsel of record, as follows:

WHEREAS, on April 16, 2020, Assured filed an Amended Verified Complaint in this matter against Acarregui and Pabalate that asserts claims against them for misappropriation of trade secrets and breach of contract relating to restrictive covenants in the “Employment and Restrictive Covenant Agreement” Acarregui signed with Assured on February 2, 2015 and Pabalate signed with Assured on April 4, 2016;

WHEREAS, Assured, Acarregui and Pabalate agree to the terms of this Stipulation;

WHEREAS, Assured, Acarregui and Pabalate agree that this Stipulation and Permanent Injunction shall not be construed as an admission by Acarregui and Pabalate as to liability or

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wrongdoing on any aspect of Assured's claims;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between  
1 Assured, Acarregui and Pabalate, through their respective counsel, that the Court shall enter  
2 a Stipulated Permanent Injunction against Acarregui and Pabalate pursuant to the terms below.  
3

4 IT IS SO STIPULATED.

5 DATED this 5th Day of June 2020.

6 BYRNES KELLER CROMWELL, LLC

SEYFARTH SHAW LLP

7 /s/ Keith D. Petrak

/s/ J. Scott Humphrey

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*Attorneys for AssuredPartners of  
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25 *Attorneys for Jo-Ann Pabalate*

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**STIPULATED PERMANENT INJUNCTION**

Having read and considered Plaintiff AssuredPartners of Washington, LLC (“Assured”) and Defendants Mark Acarregui (“Acarregui”) and Jo-Ann Pabalate’s (“Pabalate”) Stipulation, and for good cause shown, the Stipulation is approved. The COURT HEREBY ORDERS AS FOLLOWS:

1. Acarregui, and all parties in active concert or participation with him who receive actual notice of this Injunction by personal service or otherwise, shall not use, or disclose to any third party, any Assured Confidential Information.

2. Pabalate, and all parties in active concert or participation with her who receive actual notice of this Injunction by personal service or otherwise, shall not use, or disclose to any third party, any Assured Confidential Information.

3. For purposes of this Permanent Injunction, Assured “Confidential Information” shall mean all confidential, proprietary, or non-public information, whether or not in a written or recorded form, concerning the business or affairs of Assured, including, but not limited to, information concerning:

- Assured clients, prospective clients, acquisition targets, vendors, insurance carriers, policy forms, rating information, expiration dates, and/or contracts or arrangements (including special terms and deals);
- Assured’s financial condition, results of operations, marketing plans, business plans, operations, pricing, promotions, and business strategies and methods; and
- the services and products offered by Assured to its clients or prospective clients, including, but not limited to, policy forms, rating information, expiration dates, information on risk characteristics, and information concerning insurance markets for large or unusual risks.

4. “Confidential Information” shall not mean or include any information that the Parties to this litigation have mutually agreed, in a writing signed by the Parties, to exclude from

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the definition of “Confidential Information” or agreed may be used and/or retained.

5. On or before November 22, 2021, Acarregui shall not directly or indirectly:

- a. Offer, sell, solicit, quote, place, provide, renew, or service any insurance product or service to, or on behalf of, any Restricted Client;
- b. Take any action, intended or reasonably likely, to cause any vendor, insurance carrier, wholesale broker, Restricted Client, other client of Assured, or any other third party with a material business relationship with Assured to cease or refrain from doing business with Assured; and
- c. Solicit, hire, engage, or seek to induce any of Assured’s employees to terminate such employee’s employment with Assured for any reason, including, without limitation, to work for Acarregui or a competitor of Assured.

6. On or before March 12, 2022, Pabalate shall not directly or indirectly:

- a. Offer, sell, solicit, quote, place, provide, renew, or service any insurance product or service to, or on behalf of, any Restricted Client,
- b. Take any action, intended or reasonably likely, to cause any vendor, insurance carrier, wholesale broker, Restricted Client, other client of Assured, or any other third party with a material business relationship with Assured to cease or refrain from doing business with Assured, and
- c. Solicit, hire, engage, or seek to induce any of Assured’s employees to terminate such employee’s employment with Assured for any reason, including, without limitation, to work for Pabalate or a competitor of Assured.

7. For purposes of this Injunction, “Restricted Client” means the following:

- a. Any client of Assured at the office where Pabalate and Acarregui were employed during the two (2) years immediately preceding the date on which their employment with Assured ended (the “Separation Date”),
- b. Any client of Assured during the two (2) years immediately preceding the Separation Date to which Pabalate or Acarregui had some involvement in proposing, selling, quoting, placing, providing, servicing, or renewing any insurance product or service or about whom Pabalate or Acarregui received Assured confidential information, or
- c. Any prospective client of Assured within the two (2) years immediately preceding the Separation Date as to which Pabalate or Acarregui had

involvement in proposing, selling, quoting, placing, providing, servicing, or renewing any insurance product or service or about whom Pabalate or Acarregui received Assured confidential information.

8. “Restricted Client” shall not mean or include any client that the Parties to this litigation have mutually agreed, in a writing signed by the Parties, to exclude from the definition of “Restricted Client.”

9. This Permanent Injunction shall not be construed as an admission by Acarregui or Pabalate as to liability on any aspect of Assured’s claims or that any of the information at issue is confidential, proprietary, or trade secret.

10. Paragraphs 1 and 2 of this Permanent Injunction shall expire on March 12, 2022. The remaining duties and obligations Acarregui and Pabalate owe Assured under their respective agreements with Assured with respect to Assured Confidential Information shall, however, remain in full force and effect after March 12, 2022.

IT IS SO ORDERED.

DATED this 8th day of June, 2020.



The Honorable Barbara J. Rothstein